

**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY AND
THE UNIVERSITY-STUDENT UNION BOARD OF
CALIFORNIA STATE UNIVERSITY, LOS ANGELES**

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and the University-Student Union Board (Auxiliary) serving California State University Los Angeles (Campus). The term of this agreement shall be July 1, 2020, through June 30, 2030 *(10 Year Term unless sooner terminated as herein provided. This 10 year period only may be extended for financing or leasing purposes, and with the written approval of the CSU.)*

1. PURPOSE

The purpose of this agreement is to set forth the terms and conditions under which Auxiliary may operate as an auxiliary organization pursuant to California Education Code §89900 et seq. and California Code of Regulations (CCR) Title 5, § 42400 et seq. In entering this agreement, CSU finds that certain functions important to its mission are more effectively accomplished by the use of an auxiliary organization rather than by the Campus under the usual state procedures.

2. PRIMARY FUNCTION(S) OF THE AUXILIARY

In consideration of receiving recognition as an official CSU auxiliary organization, Auxiliary agrees, for the period covered by this agreement, that the primary function(s), which the Auxiliary is to manage, operate or administer is/are *(Check each category that applies)*:

- ☐ Student Body Organization
- ☒ Student Union
- ☐ Housing
- ☐ Philanthropic
- ☐ Externally Funded Projects
- ☐ Real Property Acquisition / Real Property Development
- ☐ Commercial

In carrying out the above, the Auxiliary engages in the following functions authorized by, CCR tit.5, §42500, which are activities essential and integral to the educational mission of the University:

1. Student Body Organization Programs

Provide technical assistance with the registration of University student clubs and organizations.

2. Student Union Programs:

U-SU programs related to the activities of the University to complement the academic experience through an extensive variety of cultural, educational, social, and recreational programs. U-SU provides programs for students to acquire skills and interact with others from diverse backgrounds, enabling them to develop responsibly and to become positive community members and future leaders. As such, the U-SU provides the following programmatic departments:

- a) Cross Cultural Centers
- b) Center for Student Involvement
- c) Recreation Center

Auxiliary agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes for the benefit of CSU and the Campus. Auxiliary further agrees that it shall not perform any of the functions listed in CCR tit.5, §42500 unless the function has been specifically assigned in this operating agreement with the Campus. Prior to initiating any additional functions, Auxiliary understands and agrees that CSU and Auxiliary must amend this agreement in accordance with Section 21, *Amendment*.

3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW

The responsibility and authority of the Campus president regarding auxiliary organizations is set forth in CCR tit.5, §42402, which requires that auxiliary organizations operate in conformity with CSU and Campus policies. The Campus President has been delegated authority by the CSU Board of Trustees (Standing Orders §VI) to carry out all necessary functions for the operation of the Campus. The operations and activities of Auxiliary under this agreement shall be integrated with Campus operations and policies and shall be overseen by the campus Chief Financial Officer (CFO) or designee so as to assure compliance with objectives stated in CCR tit.5, §42401.

The Campus shall review Auxiliary to ensure that the written operating agreement is current and that the activities of Auxiliary are in compliance with this agreement at least every five (5) years from the date the operating agreement is executed and at least every

five years thereafter. Confirmation that this review has been conducted will consist of either an updated operating agreement, or a letter from the Campus CFO or designee to the Campus President with a copy to the Chancellor's Office, certifying that the review has been conducted. As part of these periodic reviews, the Campus President should examine the need for each auxiliary and look at the efficiency of the auxiliary operation and administration.

Auxiliary agrees to assist the Campus CFO or designee in carrying out the compliance and operational reviews required by applicable CSU Executive Orders and related policies.

4. OPERATIONAL COMPLIANCE

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and CSU and Campus rules, regulations and policies. Failure of Auxiliary to comply with any term of this agreement may result in the removal, suspension or probation of Auxiliary as an auxiliary organization in good standing. Such action by CSU may result in the limitation or removal of Auxiliary's right to utilize the CSU or campus name, resources and facilities (CCR tit.5, §42406).

5. CONFLICT OF INTEREST

No officer or employee of the CSU shall be appointed or employed by Auxiliary if such appointment or employment would be incompatible, inconsistent or in conflict with his or her duties as a CSU officer or employee.

Auxiliary has established and will maintain a conflict of interest policy. The Auxiliary's Conflict of Interest Policy is attached as **Attachment 1**.

6. EXPENDITURES AUGMENTING CSU APPROPRIATIONS

With respect to expenditures for public relations or other purposes which would serve to augment appropriations for CSU operations, Auxiliary may expend funds in such amount and for such purposes as are approved by Auxiliary's governing body. Auxiliary shall file, as **Attachment 2** to this agreement, a statement of Auxiliary's policy on accumulation and use of public relations funds. The statement shall include the policy and procedures for solicitation of funds, the purposes for which the funds may be used, the allowable expenditures and procedures of control.

7. FISCAL AUDITS

Auxiliary agrees to comply with CSU policy and the provisions of CCR tit.5, §42408, regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the guidelines established the Integrated CSU Administrative Manual (ICSUAM).

The Campus CFO shall annually review, and submit a written evaluation to the Chancellor's Office in accordance with Section 20, Notices, of the external audit firm selected by the Auxiliary. This review by the Campus CFO must be conducted prior to the Auxiliary engaging an external audit firm and annually thereafter. If the Auxiliary has not changed audit firms, and the audit firm was previously reviewed and received a satisfactory evaluation, a more limited review may be conducted and submitted.

8. USE OF NAME

Campus agrees that Auxiliary may, in connection with its designated functions as a CSU auxiliary organization in good standing and this agreement, use the name of the Campus, the Campus logo, seal or other symbols and marks of the Campus, provided that Auxiliary clearly communicates that it is conducting business in its own name for the benefit of Campus. All correspondence, advertisements, and other communications by Auxiliary must clearly indicate that the communication is by and from Auxiliary and not by or from CSU or Campus.

Auxiliary shall use the name of Campus, logo, seal or other symbols or marks of Campus only in connection with services rendered for the benefit of Campus and in accordance with Campus guidance and direction furnished to Auxiliary by Campus and only if the nature and quality of the services with which the Campus name, logo, seal or other symbol or mark are used are satisfactory to the Campus or as specified by Campus.

Campus shall exercise control over and shall be the sole judge of whether Auxiliary has met or is meeting the standards of quality of the Campus for use of its name, logo, seal or other symbol or mark.

Auxiliary shall not delegate the authority to use the Campus name, logo, seal or other symbol or mark to any person or entity without the prior written approval of the Campus President or designee. Auxiliary shall cease using the Campus name, logo, seal or other symbol or mark upon expiration or termination of this agreement, or if Auxiliary ceases to be a CSU auxiliary organization in good standing, dissolves or disappears in a merger.

9. CHANGE OR MODIFICATION OF CORPORATE STATUS

Auxiliary shall provide notice to the CSU upon any change in Auxiliary's legal, operational or tax status including but not limited to changes in its Articles of Incorporation, bylaws, tax status, bankruptcy, dissolution, merger, or change in name.

10. FAIR EMPLOYMENT PRACTICES

In the performance of this agreement, and in accordance with California Government Code §12900 et. seq., Auxiliary shall not deny employment opportunities to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status.

Auxiliary shall adopt employment procedures consistent with the policy statement on nondiscrimination and affirmative action in employment adopted by the CSU.

11. BACKGROUND CHECK POLICY COMPLIANCE

In compliance with governing laws and CSU policy, Auxiliary shall confirm that background checks are completed for all new hires and for those independent contractors, consultants, outside entities, volunteers and existing employees in positions requiring background checks as set forth in CSU systemwide policy. Auxiliary will provide confirmation of completed and cleared background checks to the University President/Chancellor upon request, or as established by campus policy. (See HR 2016-08).

12. DISPOSITION OF ASSETS

Attached hereto as **Attachment 3** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which, in accordance with CCR tit.5, §42600, establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed *to the CSU or to another affiliated entity subject to financial accounting and reporting standards issued by the Government Accounting Standards Board*. Auxiliary agrees to maintain this provision as part of its Constitution or Articles of Incorporation. In the event Auxiliary should change this provision to make other dispositions possible, this agreement shall terminate as of the date immediately preceding the date such change becomes effective.

13. USE OF CAMPUS FACILITIES

Auxiliary may use those facilities identified for its use in a lease agreement executed between Campus and Auxiliary. If this Operating Agreement terminates or expires and is not renewed within 30 days of the expiration, the lease automatically terminates, unless extended in writing by the parties.

Auxiliary and Campus may agree that Auxiliary may use specified Campus facilities and resources for research projects and for institutes, workshops, and conferences only when such use does not interfere with the instructional program of Campus and upon the written approval from appropriate Campus administrators with such specific delegated authority. Auxiliary shall reimburse Campus for costs of any such use.

14. CONTRACTS FOR CAMPUS SERVICES

Auxiliary may contract with Campus for services to be performed by state employees for the benefit of Auxiliary. Any agreement must be documented in a written memorandum of understanding between Auxiliary and Campus. The memorandum of understanding shall among other things, specify the following: (a) full reimbursement to Campus for services performed by a state employee in accord with CCR tit.5, §42502(f); (b) Auxiliary must clearly identify the specific services to be provided by state employee, (c)

Auxiliary must specify any performance measures used by Auxiliary to measure or evaluate the level of service; (d) Auxiliary must explicitly acknowledge that Auxiliary does not retain the right to hire, supervise or otherwise determine how to fulfill the obligations of the Campus to provide the specified services to Auxiliary.

15. DISPOSITION OF NET EARNINGS

Auxiliary agrees to comply with CSU and Campus policy on expenditure of funds including, but not limited to, CSU guidelines for the disposition of revenues in excess of expenses and CSU policies on maintaining appropriate reserves. Cal. Educ. Code §89904; Executive Order 1059.

16. FINANCIAL CONTROLS

Recovery of allowable and allocable indirect costs and maintenance and payment of operating expenses must comply with ICSUAM §13680. CCR tit. 5, §42502(g) and (h).

17. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS

Auxiliary agrees, if authorized to do so in Section 2 above, that it will accept and administer gifts, grants, contracts, scholarships, loan funds, fellowships, bequests, and devises in accordance with policies of CSU and Campus.

A. Authority to Accept Gifts

If authorized, Auxiliary may evaluate and accept gifts, bequests and personal property on behalf of CSU. In acting pursuant to this delegation, due diligence shall be performed to ensure that all gifts accepted will aid in carrying out the CSU mission as specified in Education Code §§89720 and 66010.4(b).

Auxiliary agrees, before accepting gifts of real estate or gifts with any restrictive terms or conditions that impose an obligation on CSU or the State of California to expend resources in addition to the gift, to obtain written approval from the appropriate campus authority. Auxiliary agrees that it will not accept a gift that has any restriction that is unlawful.

B. Reporting Standards

Gifts shall be recorded in compliance with the Council for Advancement and Support of Education and California State University reporting standards and shall be reported to the Chancellor's Office on an annual basis in accordance with Education Code §89720.

18. INDEMNIFICATION

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent campuses and the State of California, collectively "CSU indemnified parties" from any and all loss, damage, or liability that may be suffered or incurred by CSU indemnified parties, caused by, arising out of, or in any way connected with the operation of Auxiliary as an auxiliary organization.

19. INSURANCE

Auxiliary shall maintain insurance protecting the CSU and Campus as provided in this section. CSU's Systemwide Office of Risk Management shall establish minimum insurance requirements for auxiliaries, based on the insurance requirements in [Technical Letter RM 2012-01](#) or its successor then in effect. Auxiliary agrees to maintain at least these minimum insurance requirements.

Auxiliary's participation in a coverage program of the California State University Risk Management Authority (CSURMA) shall fully comply with the insurance requirement for each type of required coverage (which may include but not be limited to, general liability, auto liability, directors and officers liability, fiduciary liability, professional liability, employer's liability, pollution liability, workers' compensation, fidelity, property and any other coverage necessary based on Auxiliary's operations). Auxiliary shall ensure that CSU and Campus are named as additional insured or loss payee as its interests may appear.

20. NOTICES

All notices required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed to all parties as provided below.

Notice to Auxiliary shall be addressed as follows:

University-Student Union
5154 State University Drive, Suite 306
Los Angeles, CA 90032-8636
Attention: Executive Director

Notice to the CSU shall be addressed to:

Trustees of the California State University
401 Golden Shore
Long Beach, California 90802
Attention: Director, Contract Services & Procurement

Notice to the Campus shall be addressed as follows:

Office of the President
California State University
5151 State University Drive
Los Angeles, CA 90032-8500

21. AMENDMENT

This agreement may be amended only in writing signed by an authorized representative of all parties.

22. RECORDS

Auxiliary shall maintain adequate records and shall submit periodic reports as required by CSU showing the operation and financial status of Auxiliary. The records and reports shall cover all activities of Auxiliary whether pursuant to this agreement or otherwise.

23. TERMINATION

CSU may terminate this agreement upon Auxiliary's breach of or failure to comply with any term of this agreement by providing Auxiliary with a minimum of ninety (90) days advance written notice. Auxiliary may use the ninety-day advance notice period to cure the breach. If, in the judgment of CSU, the breach has been cured, the termination notice will be cancelled.

24. REMEDIES UPON TERMINATION

Termination by CSU of this agreement pursuant to Section 23, *Termination*, may result in Auxiliary's removal, suspension or probation as a CSU auxiliary in good standing, and loss of any right for Auxiliary to use the name, resources or facilities of CSU or any of its campuses.

Upon expiration of the term of this agreement, the parties shall have 30 days to enter into a new operating agreement which period may be extended by written mutual agreement.

25. SEVERABILITY

If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

26. LEASE OF PREMISES

The building commonly known as the University-Student Union, located on the western edge of the California State University, Los Angeles campus segment, bounded by

coordinate line N147, 500; N237, 000; E237, 000; and E236, 500. The lease of the premises is subject to:

- A. The use of the property for civil defense purposes or in the event of a State, CSU or national emergency.
- B. Unanticipated need to meet the demands of the educational objectives of the CSU. The right to the use of any property included in this lease shall cease upon written notice by the CSU to Auxiliary that the property is needed for its exclusive use.

27. USE OF PREMISES

A. Auxiliary may occupy, operate, and use the leased property only in connection with the following functions and activities in accordance with the terms of this agreement:

- 1) Operating and maintaining a student union facility for the students, faculty, staff, alumni, and guests of the campus.

B. Auxiliary shall use the leased property only for functions and activities that are consistent with the Functions established in Section 2 and guidelines and policies that have been or may hereafter be adopted by CSU.

28. CONSIDERATION

- A. Auxiliary shall operate as an auxiliary organization as set forth in this agreement.
- B. Auxiliary shall manage and operate the student union facilities in accordance with the bond indenture, the policies of the CSU, Campus, this agreement, and for the benefit of Campus.

29. APPLICATION OF STUDENT UNION FEES

A. Pursuant to the CSU Systemwide Revenue Bond program, retirement of the debt incurred by CSU for the construction of the student union is to come from a mandatory student union fee to be paid by all enrolled students. After required funds have been set aside for debt service and all reserves, CSU agrees to make available to Auxiliary a portion of any remaining funds, as authorized by Education Code, Section 90076. CSU agrees to transfer such funds, if any, in the Student Union Net Revenue Fund account and/or applicable Trust Fund account, in the following circumstances:

- 1) Auxiliary shall be entitled to a transfer of funds as required for operating purposes. The transfer for operating purposes will be based on needs as shown in the operating budget and approved by the campus' Chief Financial Officer or designated staff subject to the availability of such funds.

2) Additional transfers of revenue may be made for extraordinary expenses as requested by Auxiliary and approved by the campus' Chief Financial Officer or designated staff, subject to the availability of funds.

B. This Section shall be subject to and construed in conformity with the Indenture of the Trustees of the CSU adopted April 1, 2002 authorizing the issuance of Systemwide Revenue Bonds and made a part of this agreement.

30. BUILDINGS, SIGNS, FIXTURES, AND EQUIPMENT

During the term of this Agreement, Auxiliary shall have the right to erect, place, and attach buildings, fixtures, signs, and equipment in and upon the leased property. Plans and working drawings for buildings to be placed on the leased land shall have prior approval of CSU. The number, size, and location of signs are subject to prior written approval of the Campus. Fixtures, signs, and equipment so erected, placed, or attached by the Auxiliary shall be and remain the property of the Auxiliary and may be removed there from by the Auxiliary prior to the termination of this lease.

31. ALTERATIONS

The leased premises shall not be altered or changed in any manner or respect without the written consent of the Campus, and changes that may be authorized shall be made under the direction of the Campus and at the expense of Auxiliary. Permanent alterations shall have prior approval of Campus.

32. RIGHT OF ENTRY

It is understood and agreed that at any time CSU and its agents shall have the right to enter the leased premises or any part thereof for the purpose of examination or supervision.

Care, maintenance, and repair of the leased property shall be provided as follows:

A. Care and Maintenance: Auxiliary agrees to keep and maintain the leased property in a clean and orderly condition and shall at its own expense, at reasonably frequent intervals, and in a lawful manner dispose of all waste from the leased property.

B. Repairs: Auxiliary agrees to keep the leased premises in good repair.

33. RESTORATION OF PREMISES

Upon termination of this lease, CSU shall have the option to require Auxiliary, at its own expense and risk, to restore the demised premises as nearly as possible to the condition existing prior to the execution of the lease, with the exception of normal wear and tear.

But, if Auxiliary shall fail to do so within 90 days after CSU's option, CSU may restore the property at the risk of the Auxiliary and all costs and expenses of such removal or restoration shall be paid by Auxiliary upon demand of State. CSU shall have the right to exercise this option within 30 days after the expiration of this lease, but not thereafter.

34. MORTGAGES

Auxiliary shall not have the right to subject this lease to any mortgage, trust deed, or other security device without the written consent of CSU.

35. POSSESSORY INTEREST

The County Assessor may value the possessory interest created by this lease, or any subleases. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The lessee is obligated to pay this property tax, and failure to do so may be considered a material breach of the lease."

36. ASSIGNMENTS OR SUBLEASE

Auxiliary shall not assign or sublease any part of the premises covered by this lease without the written permission of CSU.

CSU agrees, however, that Auxiliary may sublease any portion of the premises with the approval of the Campus. Substantial deviation from CSU's policy and model sub-leases requires the approval of the Campus.

Subleases may be written with terms in excess of this agreement: however, the continuation of the sublease past the term of this Agreement is contingent on this Agreement's renewal.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

Executed on 5/4/2022 | 23:24 PM PDT University-Student Union Board

By *Alyssa Wong*
Alyssa Wong, Chair

Executed on 5/5/2022 | 07:38 AM PDT University-Student Union Board

By *Stephen Fleischer*
Stephen Fleischer, Executive Director

Executed on 5/10/2022 | 15:19 PM PDT California State University, Los Angeles

By *Joyce Williams*
Williams Joyce, Vice President for
Administration and Finance

Executed on 5/10/2022 | 15:21 PM PDT California State University, Los Angeles

By *William A. Covino*
William A. Covino, President

Executed on 5/11/2022 California State University
Office of the Chancellor
Contract Services and Procurement

By *Ivonne Romo*

Policy and Procedure No. 77000-8.213
Revision Date: 04/01/05

Procedure Category: Personnel

Subject: CONFLICT OF INTEREST

Policy: The conflict of interest policy is to protect the exclusive right and integrity of information, services, and various interest of the CSULA University-Student Union, Board (USU). This policy is not intent to regulate or eliminate all conflicts, but rather to enable Board members and/or staff to recognize situations that may be subject to question and ensure that such situations are properly disclosed and, if necessary, reviewed and resolved.

Rationale/ Reference: Recommended after the Trustee Auxiliary Audit in 2004.

Legal Authority and Basis: Political Reform Act of 1974: Government code § 81000 *et seq.* (Principal codification of California conflict of interest law.)

GENERAL PROHIBITION

A conflict of interest is any situation in which an employee, or an officer has a personal economic interest with the potential of being in conflict with the best interest of USU. Examples of conflict of interest situations include but are not limited to the following:

- Investing in stock with any supplier of USU where the auxiliary purchase are a significant influence to the supplier's performance;
- Engaging in any transactions or employment that could be competitive with activities or objectives of USU;
- Engaging in any transactions or employment that could be considered supplying goods or services to USU;
- Purchasing property or goods for personal use at prices negotiated for USU;
- Participating in any personal financial dealing with any individual or business organization furnishing merchandise, supplies, property, or services to USU;
- Accepting gifts, favors, or conveniences that go beyond the moderate courtesies associated with good business practices;
- Using any USU information that is not matter of public record for personal gain during or after their employment with USU;
- Using any items, written material, or graphic produced for USU, for personal gain during or after employment with USU;
- Using any USU equipment or resource for personal gain.

It should be noted that a conflict of interest situation might also result from an employee or a Board member's family member's or friend's or friend's dealings with the auxiliary.

With the acceptance of an appointment to the Board of Directors of USU, an individual makes a commitment to USU that is understood to be a commitment in the most inclusive sense. Board members are expected to act with professional loyalty within their roles as directors of USU. Accordingly, they should arrange outside activities, loyalties, and financial interests so as not to interfere with this responsibility.

Good judgment, high ethical standards, and honesty are a must in all business dealings. Even the appearance of a possible conflict of interest is discouraged and is in violation of USU policy. If a Board member questions whether a situation represents potential conflict of interest, the Board member should discuss it immediately with the Chair of the Board.

Good judgment, high ethical standards, and honesty are a must in all business dealings. Even the appearance of a possible conflict of interest is discouraged and is in violation of USU policy. If an employee questions whether a situation represents potential conflict of interest, the employee should discuss it immediately with his/her supervisor.

Board member involved in conflict of interest situations may be removed from office.

Employee involved in conflict of interest situation may be subject to disciplinary action up to and including dismissal.

Approved:

Joseph M. Aguirre
Executive Director

Date

Chair, Board of Directors

Date

UNIVERSITY-STUDENT UNION, INC.
CALIFORNIA STATE UNIVERSITY, LOS ANGELES
BOARD OF DIRECTORS

Minutes
May 6, 2005

Present: J. Aguirre, W. Carrillo, C. Chan, R. Gaw, J. Kerekes, G. Panahon, P. Penaloza, L. Powell,
T. Ross, D. Schaeffer

Absent: D. Calvo, D. Cardoza, S. Garcia, D. Grier, D. Martinez, D. Montante,

Guests: L. Soto (for D. Calvo)

1. Call to Order
The meeting was called to order by C. Chan at 3:19 p.m.
2. Approval of Agenda – May 6, 2005
M/S D. Schaeffer/T. Ross to approve agenda for May 6, 2005

PASSED UNANIMOUSLY

3. Approval of Minutes – March 4, 2005
M/S T. Ross/J. Kerekes to approve the minutes for March 4, 2005.

PASSED UNANIMOUSLY

4. Executive Director's Report
J. Aguirre explained Rowena Tran is on a leave of absence for approximately three months or longer. A temporary employee may be hired during R. Tran's absence. A copy of the 2005-2006 budget will be provided at the next BOD meeting. Programming highlights include: 7th Annual Who's Got Game 3 on 3 Basketball Tournament at the Student Housing Basketball Court, the Yuma Trip Community Service/Native American Tribe event attracted 47 students, Student Leader Awards is scheduled for May 19, 2005.
5. USU Building Project Update
J. Aguirre informed committee that Barnhart is the selected contractor. They provided us with everything...high quality, high end finishes. He described the monumental staircase, the fitness center is on one location which is better for ADA compliance. The front of the building will have an open plaza and the indirect light from this area will create lighting for the fitness center. The new building will be wireless. Discussion ensued re: status of wireless capability for entire campus.. On May 10, 2005 J. Aguirre and S. Garcia will meet with the Board of Trustees. Demolition will occur after commencement and the building will be demolished by a wrecking ball. The HAZMAT phase of the demolition will begin May 9, 2005. Confucius will be moved beginning May 13, 2005. Lot F Green space will be used for additional storage space and additional program area.

6. Conflict of Interest Statement
M/S L. Powell/T.Ross to approve amended Conflict of Interest Statement.

PASSED UNANIMOUSLY

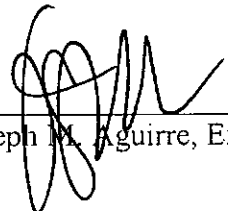
7. Appointment
7.1 USU BOD-Student Appointment
7.1.1 Angie Touhoulioti
M/S T. Ross/P.Penaloza to approve student appointment of A. Touhouliotis

PASSED

8. Discussion
J. Aguirre did a site visit of the new Union at University of Arizona and plans additional local visits. SABU meetings will begin after the Board of Trustee's approve building project.
Discussion ensued re: reservation of rooms for clubs and organizations.

9. Adjournment
M/S P. Penaloza/D. Schaeffer to adjourn meeting at 3:43p.m..

PASSED UNANIMOUSLY



Joseph M. Aguirre, Executive Secretary

6-23-05

Date



Joseph Sedlacek, Recording Secretary

6/23/05

Date

UNIVERSITY-STUDENT UNION, INC.
CALIFORNIA STATE UNIVERSITY, LOS ANGELES

FISCAL POLICY/PROCEDURE

SUBJECT: PUBLIC RELATIONS

REFERENCES: Title 5; Section 42502, ABS 86-05

POLICY: University-Student Union may expend funds for public relation purposes as long as these types of expenses are included in the approved U-SU annual operating budget.

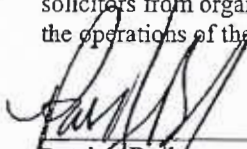
The auxiliary organization may expend funds in such amount and for such purposes as are approved by the governing body of the auxiliary organization.

The designated Unit Supervisor is responsible for monitoring the balance in the public relations budget.


All expenditures require prior authorization by the Union Executive Director or designee.

DEFINITION: Public Relations is defined as the money used for expenses which arise from supporting solicitors from organizational and developmental activities from the University to further the operations of the University-Student Union.

Submitted:


Patrick Bailey
Executive Director


Date


Jorge Martinez
Chair, Board of Directors

Date

Established: 4/12/90

Revised: 6/19/01

1012603

PB
FILEDIn the office of the Secretary of State
of the State of California

DEC 17 1980

MARCO JONG EU, Secretary of State

By Leslie G. Glean
Deputy

ARTICLES OF INCORPORATION
OF
UNIVERSITY-STUDENT UNION BOARD,
CALIFORNIA STATE UNIVERSITY, LOS ANGELES

I

The name of this Corporation is:

UNIVERSITY-STUDENT UNION BOARD,
CALIFORNIA STATE UNIVERSITY, LOS ANGELES

II

The UNIVERSITY-STUDENT UNION BOARD, CALIFORNIA STATE UNIVERSITY, LOS ANGELES, hereinafter called the "Corporation," shall conduct its operations in conformity with regulations established by the Trustees of The California State University and Colleges and approved by the Director of Finance as required by the California Education Code, Section 89900.

III

This Corporation shall be operated as an integral part of the educational programs of the California State University, Los Angeles, hereinafter called the "University," as required by the California Administrative Code, Title V, Section 42401; and its operations shall be integrated with University operations and administered or supervised by the President of the University as required by the California Administrative Code, Title V, Section 42601(c).

8
(100)
Notation of right
to amend articles

2.

IV

The purposes for which this Corporation is formed are:

(1) The specific and primary purpose of this Corporation is to operate the University Student Union at California State University, Los Angeles, as a student body center for the benefit of students, faculty, staff and alumni in order to promote and assist the educational program of the University or such institution as shall succeed to the properties and functions of said University and to apply the funds and properties coming into its hands toward furthering the educational program carried on or approved by the administrative officers of the University. This Corporation shall not carry on any activities not approved by the administrative officers of the University.

(2) This Corporation shall not make personal loans of a non-scholarship nature, except that loans to faculty members or employees may be made when such loans are specifically authorized by a trust instrument under which the funds were received, as required by the California Administrative Code, Title V, Section 42403(c)(2).

(3) This Corporation shall never operate for the primary purpose of carrying on a trade or business for profit.

(4) Notwithstanding any of the above statements of purposes and powers, this Corporation shall not engage in activities which in themselves are not in furtherance of the charitable and educational purposes set forth in paragraph 1 of this Article IV.

3.

V

This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

VI

This Corporation is not organized, nor shall it be operated, for pecuniary gain or profit, and does not contemplate the distribution of gains, profits or dividends to its members or to any private shareholder or individual. The property, assets, profits, and net income of this Corporation are irrevocably dedicated to the charitable purposes set forth in Article IV, and no part of the profits or net income of this Corporation shall ever inure to the benefit of any private shareholder or individual except that this provision shall not be construed so as to prevent the payment to directors, officers or employees of reasonable compensation for services actually rendered to this Corporation.

VII

Upon dissolution of this Corporation net assets other than trust funds shall be distributed to one or more nonprofit corporations organized and operated for the benefit of the California State University, Los Angeles, or the students or the students and faculty of that University, such corporation or corporations to be selected by the board of directors. Such nonprofit corporation

4.

or corporations must be qualified for federal income tax exemption under Sections 501(a) and 501(c)(3) of the United States Internal Revenue Code of 1954 and be organized and operated exclusively for charitable, scientific, literary, or educational purposes, or for a combination of said purposes. In the alternative, upon dissolution of the Corporation, net assets other than trust funds shall be distributed to the California State University, Los Angeles.

If, upon dissolution, this Corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the county in which this Corporation's principal office is located upon petition therefor by the Attorney General or by any person concerned in the liquidation. In no event shall any assets be distributed to any member, director, or officer of this Corporation.

VIII

The name and address in the State of California of this Corporation's initial agent for service of process is: Roger L. Rodzen, Executive Secretary, University-Student Union Board, California State University, Los Angeles, 5154 State University Drive, Los Angeles, California 90032.

IX

This Corporation shall have no members other than the persons constituting its Board of Directors. The persons constituting its Board of Directors shall, for the purpose of any statutory provision or rule of law relating to nonprofit corporations or otherwise, be

5.

taken to be the members of such Corporation and exercise all the rights and powers of members thereof. If a Director who is qualified for Board membership because he or she is a member of the University staff or faculty terminates his or her employment with the University, he or she shall cease to be a Director of this Corporation. The President of the University or his or her designated representative shall be a member of the Board of Directors of this Corporation in order to insure that this Corporation operates in conformity with the University policy as required by the California Administrative Code, Title V, Section 42404. This Article is not subject to amendment, change or alteration in any of its clauses or provisions by the Bylaws of the Corporation.

X

The number of Directors shall be as set forth in the Bylaws. The Directors shall not be personally liable for the debts, liabilities, or obligations of this Corporation.

XI

The Articles of Incorporation of this Corporation shall not be amended except with the vote or written consent of three-fourths (3/4) of the total voting membership of the Board of Directors.

XII

The name of the existing unincorporated association now being incorporated by the filing of these Articles is the UNIVERSITY-STUDENT UNION BOARD, CALIFORNIA STATE UNIVERSITY, LOS ANGELES.

6.

DATED: 1. 20. 80

(Signature)

ROGER L. RODZEN

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

DECLARATION

YESMEAN RIHBANY and ROGER L. RODZEN declare under penalty of perjury that they are the President and Executive Secretary, respectively, of the UNIVERSITY-STUDENT UNION BOARD, CALIFORNIA STATE UNIVERSITY, LOS ANGELES, the unincorporated association referred to in the Articles of Incorporation to which this declaration is attached, and that said association has duly authorized its incorporation by means of said articles.

Executed at Los Angeles, California on 1-20-80.

Yesmean Rihbany
YESMEAN RIHBANY

Roger L. Rodzen
ROGER L. RODZEN

7.

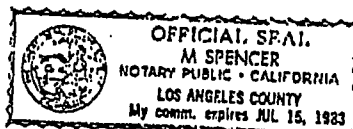
State of California
County of Los Angeles

On this 20th day of October, 1980, before me, the undersigned, a Notary Public, personally appeared YESMEAN RIHBANY and ROGER L. RODZEN, known to me to be the persons whose names are subscribed to these Articles of Incorporation, and acknowledged to me that they executed them.

M. Spencer

Notary Public for the
State of California

My commission expires July 15, 1983



AFFIDAVIT

State of California
County of Los Angeles

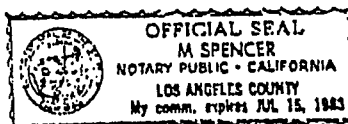
YESMEAN RIHBANY and ROGER L. RODZEN, being first sworn, each for himself, says:

That YESMEAN RIHBANY is the president and that ROGER L. RODZEN is the executive secretary of the UNIVERSITY-STUDENT UNION BOARD, CALIFORNIA STATE UNIVERSITY, LOS ANGELES, the unincorporated association mentioned in the foregoing Articles of Incorporation; that the association has authorized the undersigned, as the officers, to execute the Articles of Incorporation.

Yesmean Ribbany
YESMEAN RIHBANY

Roger L. Rodzen
ROGER L. RODZEN

Subscribed and sworn to before me on October 20, 1980, 1980.



M. Spencer

Notary Public for the
State of California

My commission expires July 15, 1983

MAR 8 1990

MARCH FONG EU, Secretary of State

1012609

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
University-Student Union Board
California State University, Los Angeles

JOHN C. LOPEZ AND DEBRA L. HAMMOND certify that:

1. They are the Chairperson and the Executive Secretary, respectively, of University-Student Union Board, California State University, Los Angeles, a California Corporation.
2. Article VII of the Articles of Incorporation of this Corporation is amended to read as follows:

Upon dissolution of this Corporation net assets other than trust funds shall be distributed to one or more nonprofit corporations organized and operated for the benefit of the California State University, Los Angeles, such corporation or corporations to be selected by the board of directors of this Corporation and approved by the President of the University and the Board of Trustees of the California State University. Such nonprofit corporation or corporations must be qualified for federal income tax exemption under Sections 501(a) and 501(c) (3) of the United States Internal Revenue Code and be organized and operated exclusively for charitable, scientific, literary, or educational purposes, or for a combination of said purposes. In the alternative, upon dissolution of the Corporation, net assets other than trust funds shall be distributed to the California State University, Los Angeles.

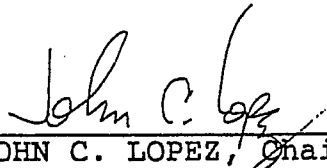
If, upon dissolution, this Corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the county in which this Corporation's principal office is located upon petition therefor by the Attorney General or by any person concerned in the liquidation. In no event shall any assets be distributed to any member, director, or officer of this Corporation.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.

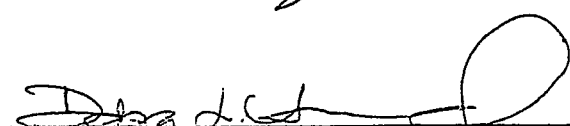
4. The Corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: February 23, 1990



JOHN C. LOPEZ, Chairperson



DEBRA L. HAMMOND, Executive Secretary

wp:disoart.crt

DEC 17 1980

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
SACRAMENTO, CALIFORNIA 95832



December 17, 1980

In reply refer to
344:R:dw:g

University-Student Union Board, California
State University, Los Angeles
5154 State University Drive
Los Angeles, CA 90032

Purpose : Educational
Form of Organization : Corporation
Accounting Period Ending: June 30
Organization Number :

On the basis of the information submitted and provided your present operations continue unchanged or conform to those proposed in your application, you are exempt from state franchise or income tax under Section 23701d, Revenue and Taxation Code. Any change in operation, character or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

You are required to file Form 199 (Exempt Organization Annual Information Return) or Form 199B (Exempt Organization Annual Information Statement) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 3rd month (2 1/2 months) after the close of your annual accounting period.

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 60 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

Robert Luta, Manager
Exempt Organization Section
Telephone (800) 852-5711

cc: Secretary of State
Registrar of Charitable Trusts
John W. Francis

FTB 4206-ATS (7-78)

RESTATED ARTICLES OF INCORPORATION
OF
UNIVERSITY-STUDENT UNION BOARD, CALIFORNIA STATE UNIVERSITY, LOS ANGELES

The undersigned certify that:

1. They are the Chair of the Board and the Secretary, respectively, of UNIVERSITY-STUDENT UNION BOARD, CALIFORNIA STATE UNIVERSITY, LOS ANGELES, a California nonprofit corporation.
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

ONE: The name of the Corporation is UNIVERSITY-STUDENT UNION AT CALIFORNIA STATE UNIVERSITY, LOS ANGELES.

TWO: This Corporation is a Nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the nonprofit Public Benefit Corporation Law for charitable purposes.

THREE: This Corporation is organized exclusively for charitable, scientific, literary, or educational purposes, within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these Articles, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation, and the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law, or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law.

FOUR: The Corporation shall have no members as that term is defined in Section 5056 of the California Corporations Code, or in any successor statute thereto. Any Corporate action which would otherwise require approval by a majority of all members or approval by the members of the Corporation shall require only approval of the Board of Directors.

FIVE: a) No substantial part of the activities of this Corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501 (h) of the Internal Revenue Code of 1986, and this Corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office except as otherwise provided in Section 501 (h) of the Internal Revenue Code of 1986.

b) All Corporate property is irrevocably dedicated to the purposes set forth in Article THREE, above. No part of the net earnings of this Corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders, or to individuals.

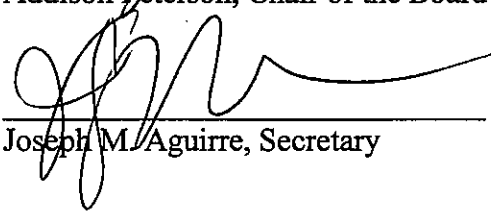
c) Upon the winding up and dissolution of the Corporation after paying or adequately providing for the debts, obligations, and liabilities of the Corporation, all net assets, other than trust funds, shall be distributed to a successor approved by the President of California State University, Los Angeles, and by the Chancellor of The California State University. Such successor shall have tax-exempt status under Section 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States internal revenue law) and under Section 23701d of the California Revenue and Taxation Code, or the corresponding section of any future California revenue and tax law.

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 12/14/2012


Addison Peterson, Chair of the Board


Joseph M. Aguirre, Secretary